

UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF ILLINOIS  
EASTERN DIVISION

SPEEDY CHECK CASHERS, INC. )

Plaintiff, )

v. )

UNITED STATES POSTAL SERVICE,, )

Defendant. )

No. 17 C 1489

Judge Bucklo

**STIPULATION FOR COMPROMISE  
SETTLEMENT AND RELEASE OF CLAIMS**

It is hereby stipulated by and between the undersigned plaintiff and the United States Postal Service, by and through their respective attorneys, as follows:

1. The parties do hereby agree to settle and compromise each and every claim of any kind, whether known or unknown, arising directly or indirectly from the acts or omissions that gave rise to the above-captioned action under the terms and conditions set forth in this Stipulation for Compromise Settlement and Release of Claims.

2. The United States Postal Service agrees to pay plaintiff the total sum of \$1,400.00, which sum shall be in full settlement and satisfaction of any and all claims, demands, rights, and causes of action of whatsoever kind and nature, arising from, and by reason of any and all known and unknown, foreseen and unforeseen bodily and personal injuries, damage to property and the consequences thereof, resulting, and to result, from the subject matter of this settlement, for which plaintiff or plaintiff's assigns now have or may hereafter acquire against the United States Postal Service, its agents, servants, and employees.

3. Plaintiff and plaintiff's assigns hereby agree to accept the sum set forth in this Stipulation of Compromise Settlement in full settlement, satisfaction, and release of any and all

claims, demands, rights, and causes of action of whatsoever kind and nature arising from, and by reason of any and all known and unknown, foreseen and unforeseen bodily and personal injuries, damage to property and the consequences thereof which they may have or hereafter acquire against the United States Postal Service, its agents, servants, or employees on account of the same subject matter that gave rise to the above-captioned action, including any future claim or lawsuit of any kind or type whatsoever, whether known or unknown, and whether for compensatory or exemplary damages. Plaintiff and plaintiff's assigns further agree to reimburse, indemnify, and hold harmless the United States Postal Service, its agents, servants, and employees from and against any and all such causes of action, claims, liens, rights, or subrogated or contribution interests incident to or resulting from further litigation or the prosecution of claims by plaintiff or its assigns against any third party or against the United States Postal Service.

4. This Stipulation for Compromise Settlement is not, is in no way intended to be, and should not be construed as, an admission of liability or fault on the part of the United States Postal Service, its agents, servants, or employees, and it is specifically denied that they are liable to the plaintiff. This settlement is entered into by all parties for the purpose of compromising plaintiff's complaint and avoiding the expenses and risks of further litigation.

5. The parties also agree to dismissal of this case with prejudice pursuant to Fed. R. Civ. P. 41(a)(1)(A)(ii), with all of the parties to bear their own costs, fees, and expenses, and that any attorney's fees will be paid out of the settlement amount and not in addition thereto.

6. The persons signing this Stipulation for Compromise Settlement warrant and represent that they possess full authority to bind the persons on whose behalf they are signing to the terms of the settlement.

7. The United States Postal Service shall pay plaintiff's counsel, Sorman & Frankel, settlement proceeds in the total sum of fourteen hundred dollars (\$1,400.00). This amount includes two hundred and ninety dollars and twenty-three cents (\$290.23), without deductions, for attorney's fees. The payment of settlement proceeds will be made by a check payable to Sorman & Frankel, Ltd., and mailed to David J. Frankel, at Sorman & Frankel, Ltd., 180 North LaSalle Street, Suite 2700, Chicago, Illinois 60601. The United States Postal Service will make all reasonable efforts to make this payment within sixty (60) days from the date all parties sign this Stipulation for Compromise Settlement. Plaintiff's counsel agrees to distribute the settlement proceeds other than attorney's fees to plaintiff.

8. The parties agree that this Stipulation for Compromise Settlement, including all the terms and conditions of this compromise settlement and any additional agreements relating thereto, may be made public in their entirety, and the plaintiff expressly consents to such release and disclosure pursuant to 5 U.S.C. § 552a(b).

9. It is contemplated that this Stipulation for Compromise Settlement may be executed in several counterparts, with a separate signature page for each party. All such counterparts and signature pages, together, shall be deemed to be one document.

10. This stipulation contains the entire agreement between the parties with respect to the subject of this litigation and supersedes all prior negotiations and writings regarding this matter. Any modification of this stipulation may be made only in a writing signed by or on behalf of all parties.



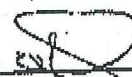
Attorney for Defendant:

JOHN R. LAUSCH, Jr.  
United States Attorney

By:   
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Executed this 28th day of June, 2018.

Attorney for Plaintiff:

  
DAVID J. FRANKEL  
Sorman & Frankel, Ltd.  
180 North LaSalle Street, Suite 2700  
Chicago, IL 60601  
(312) 332-3535

Executed this 27th day of June, 2018.

Representative for Plaintiff:  
(Signature, Printed Name and Title,  
Address, and Telephone Number)

 ERIC PAGE DIR. OF OPERATIONS  
425 HUGGILL RD, BLDG-3  
NORTH BROOMFIELD, IL 60062  
Executed this 27th day of June, 2018. 847-509-6655